

REQUEST FOR PROPOSALS
for a
GLOBAL POSITIONING SATELLITE
ELECTRONIC MONITORING SERVICES SYSTEM
for the
LEON COUNTY PROBATION DIVISION
Proposal Number BC-09-27-05-71

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

RFP Title: Request for Proposals for Global Positioning Satellite Electronic Monitoring Services
System for the Leon County Probation Division
Proposal Number: BC-09-27-05-71
Opening Date: Tuesday, September 27, 2005 at 2:00 PM

I. INTRODUCTION

The County is requesting proposals from qualified vendors in order to select a single vendor for the provision of Global Positioning Satellite (GPS) electronic monitoring services (both, passive and active) as specified in this Request for Proposal. Service shall be available for Leon County 24 hours a day 7 days a week (including holidays) and shall be considered inclusive of all technology systems, associated equipment, accessories, installation, training, monitoring, reporting, maintenance and any other applicable support GPS services, therefore, any technology, system and equipment proposed shall be currently available and shall meet or exceed the minimum specifications detailed herein. Upon selection of a qualified single vendor, the County intends to enter into a single contract.

The County intends to purchase the service on a per diem basis. All equipment and systems shall remain the property of the contractor with the contractor being responsible for any and all upgrades, maintenance and repair/replacement, at Contractor's cost.

As indicated in Section IV- Required Submittals, proposals shall explicitly describe all aspects of their operations, including the technology, system and equipment to be used, provide technical specifications, detail how the services will be provided, provide examples of map reports, and propose the lowest cost available for each type of GPS service.

The initial contract term shall be for a period of up to two (2) years with an anticipated start date in the fall of 2005 and shall continue until September 30, 2007. After the initial period, at the discretion of the County, the contract may be extended for no more than three additional (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period.

II. GENERAL INSTRUCTIONS:

- A. The response to the proposal should be submitted in a sealed addressed envelope to:

*Proposal Number: BC-09-27-05-71
Purchasing Division
2284 Miccosukee Road
Tallahassee, FL 32308*

- B. An ORIGINAL and five (5) copies of the Response must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual,** all other copies may be photocopies.
- C. Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Keith Roberts or Don Tobin at (850) 488-6949; FAX (850) 922-4084; or e-mail at keith@mail.co.leon.fl.us or tobind@mail.co.leon.fl.us. Written inquiries are preferred.
- D. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 488-6949 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).
- E. Proposers are expected to carefully examine the scope of services, and evaluation criteria and all general and special conditions of the request for proposals prior to submission. Each Vendor shall examine the RFP documents carefully; and, no later than seven (7) calendar days prior to the date for receipt of proposals, he shall make a written request to the Owner for interpretations or corrections of any ambiguity, inconsistency, or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications.

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Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only those communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

- F. Your response to the RFP must arrive at the above listed address no later than Tuesday, September 27, 2005 at 2:00 PM to be considered.
- G. Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered.
- H. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.
- I. It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE" and may be returned unopened to the vendor.
- J. The County is not liable for any costs incurred by bidders prior to the issuance of an executed contract.
- K. Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- L. The contents of the proposal of the successful firm will become part of the contractual obligations.
- M. Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- N. If you are not submitting a proposal, please return the form attached at the end of the RFP, marked 'No Proposal'.
- O. The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- P. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- Q. Public Entity Crimes Statement: Respondents must complete and submit the enclosed Public Entity Crimes Statement. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or

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agency and meet all other such responsibility matters as contained on the attached certification form.

- S. **Licenses and Registrations:** The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every vendor submitting a bid on this invitation for bids **shall** include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists. Leon County, Florida-based businesses are required to purchase an Occupational License to conduct business within the County. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Leon County, may also be required to obtain such a license by their own local government entity or by Leon County. For information specific to Leon County occupational licenses please call (850) 488-4735.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

T. **Audits, Records, And Records Retention**

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

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U. Monitoring

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

V. Local Preference in Purchasing and Contracting

1. Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:

- a) Individuals or firms which have a home office located within Leon County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent.

- b) Individuals or firms which do not have a home office located within Leon County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent.

2. Local business definition. For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla or Jefferson Counties for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

W. Planholders

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at <http://www.leoncountyfl.gov/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

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X. Addenda To Request for Proposals

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.co.leon.fl.us/purchasing/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 488-6949 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

III. SCOPE OF SERVICES:

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED

The Contractor shall provide Global Positioning Satellite (GPS) services to include a monitoring system that is capable of being accessed through a secure internet connection and fully supported by a secure database for transactional records. The service shall be inclusive of all technology, equipment, systems and related support services, and shall be fully supported by twenty-four (24) hour monitoring services and staff.

The Contractor shall provide, at their own expense, all systems and equipment (software and hardware) required for the service delivery, including but not limited to:

1. a system with a database to monitor offender activity;
2. all monitoring units (transmitter, receiver/dialer and other related equipment) to communicate location data to the Contractor's system;
3. all software and hardware required to access the internet, with the exception of personal computers; and
4. all other equipment deemed necessary to transmit the information to the monitoring center and host the Contractor's system.

All technical specifications and service requirements shall meet or exceed the minimum requirements outlined herein. All equipment and systems furnished shall be standard products of the manufacturer identified, shall be in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the offender in normal intended use. No deviation from the minimum specifications shall be permitted without the prior written approval of the County; otherwise, it may be considered that items offered are in strict compliance with these specification, and proposers held responsible therefore.

In the event any component of the Contractor's service becomes inoperable, the Contractor shall immediately notify the Contract Manager or designee by telephone and in writing (via email), but no later than sixty minutes after.

DEFINITIONS

The following terms used in this Request for Proposal "RFP" unless the context otherwise clearly requires a different construction and interpretation have the following meanings:

Active Global Positioning Satellite (Active GPS): A type of GPS electronic monitoring that utilizes an ankle or wrist bracelet transmitter attached to the offender. This transmitter is electronically tethered to a tracking unit (receiver). This technology may also include a single body worn unit attached to an offender. The active system includes GPS tracking of the offender and cellular communications capability. An active system provides nearly real-time offender location and reporting of alarm notifications through e-mail and/or faxes and/or pages.

Alarm: A notification provided by the electronic monitoring system indicating non-compliance of the established parameters on the part of an offender has been detected or that a problem exists in the monitoring system.

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Breach of Contract: The condition of the relationship between the County and the Contractor which exists when either party fails to perform under the terms and conditions of the Contract resulting from this RFP.

Contract Compliance Monitoring: An in-depth, comprehensive evaluation conducted a minimum of once every six (6) months by the County's Contract Manager or designee to document the Contractor's compliance with the terms of the contract and to evaluate overall Contractor performance. Frequency of monitoring is at the discretion of the Contract Manager, with satisfactorily functioning programs being monitored less frequently.

Contractor: The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.

Corrective Action Plan (CAP): A Contractor's comprehensive written response to any deficiencies discovered in the course of Contract Compliance Monitoring, and plan for remediation of those deficiencies.

Crime Data Integration System: A system where offender location is electronically overlaid or integrated with crime location mapping data for analysis as shown by "points" at which the offender was located at a point in time.

Division: The Leon County Probation Division, is referred to in this RFP document as "the Division."

Desirable Conditions: The use of the words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a proposal.

Equipment: The hardware utilized to comprise the monitoring unit. This includes, but is not limited to, pagers, transmitters, receivers, dialers, and re-charging systems, straps, batteries, and any tools or devices used to secure any of the equipment to the offender.

ESRI: Environmental Systems Research, Inc. A GIS standard used by Tallahassee-Leon county.

GIS: Geographic Information System - an information management system based on maps of an area.

Mandatory Responsiveness Requirements: Terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be evaluated.

Manufacturer: The person or company in the business of manufacturing products.

Material Deviations: The County has established certain requirements with respect to proposals to be submitted by proposers. The use of shall, must or will (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the County. A deviation is material if, in the County's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one proposer over other proposers, or has a Potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the County. Material deviations cannot be waived and shall be the basis for rejection of a proposal.

Minor Irregularity: A variation from the RFP terms and conditions which does not affect the price proposed or gives the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the County.

Passive Global Positioning Satellite (Passive GPS): The type of GPS electronic monitoring that utilizes a transmitter attached to an offender that is electronically tethered to a receiver. This technology may also include a single body worn unit attached to an offender. The passive system also utilizes GPS systems to track the offender and may or may not include cellular communications capability. This system reports next-day offender location and alarm notifications through means including e-mail and/or faxes and/or pagers.

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Service: The overall Electronic Monitoring and Offender Supervision service as described in this RFP to be performed by the Contractor, including but not limited to, the technology, system, monitoring unit equipment, monitoring center, contractor staff and other ancillary services described herein.

Subcontract: An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the County under the terms of the Contract resulting from this RFP.

System: The product required to be provided under any resulting contract, including but not limited to, all hardware, software, application programming and the single integrated database that assists in electronically monitoring offenders.

Unit of Daily Service: Provision of service to an assigned offender for a calendar day period or a portion thereof.

Vendor, Offeror and Proposer/Contractor: A legally qualified corporation, partnership or other entity submitting a proposal to the County pursuant to this RFP that will be performing as the Contractor under any resultant contract.

RULES AND REGULATIONS

All services provided must meet applicable requirements of Sections 907.041 (3) (a) and (3) (b) 948.03, and 948.11, Florida Statutes and any additional applicable local, state and federal laws, rules and regulation. Should licensing requirements change during the course of this contract, the updated regulations and requirements will take precedence. The above laws, rules and regulations are incorporated herein by reference and made part of this Request for Proposal document and any contract resulting from this RFP.

The County reserves the exclusive right to make certain determinations regarding the requirements outlined in this RFP. The absence of the County setting forth a specific reservation of rights does not mean that all other areas of the program services resulting from this RFP are subject to mutual agreement. The County reserves the right to make any and all determinations exclusively which it seems necessary to protect the best interest of Leon County and the health, safety and welfare of the County's offenders and the general public who are served by the either directly or indirectly through these program services.

GPS SYSTEM SPECIFICATIONS

1. The Contractor shall provide a system that is capable of being accessed through a secure internet connection from desktop, laptop or remote means by County personnel, who have appropriate security clearance and have been provided Contractor-supplied security codes.
2. The system shall be supported by a database that allows for multiple data fields, subject to final approval by the County.
3. The system shall provide the capability for the County to download data and reports from the database, through secured internet access, as outlined in Reporting Requirements.
4. The system shall provide for 100% redundancy to avoid any downtime due to hardware or software issues.
5. The system shall provide for offender enrollments scheduling to be performed via direct telephone request (password accessible) when County staff (SPTR Specialist) does not have immediate access to an internet connection. The system will provide a verification system that will not require the Specialist to send additional confirmation after contacting Contractor's monitoring center.
6. The system shall provide for mapping of offender locations and for saving of mapped locations. The mapping solution shall be based on ESRI solutions. The Tallahassee-Leon County base map shall be used for the base map.

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7. The system shall also provide security features, which prevent unauthorized individuals from accessing any information held by the Contractor. Secure access to the system shall be maintained at all times.
8. The system shall provide the capability for every call in and out of the system to be recorded with a transaction record that indicates the called number or calling number, length and the result of the call.
9. The system shall provide that all data be recorded with a historical transaction record and stored/archived for retrieval backup in a database when requested by County personnel in accordance with the following:
 - a. All historical data shall be centrally stored and accessible for reporting purposes; This information must be available for reporting in a standard transaction file format;
 - b. All current and historical data files shall be retained for a period of seven (7) years by the Contractor; and
 - c. This information shall be available at no charge to the County after termination of this contract.
10. The system shall enable the County to monitor the near real time position for a specific offender's location at any and all times. Offender locations shall be downloaded a minimum of once every hour for County retrieval and the system shall provide offender locations upon demand.
11. The system shall:
 - a. establish inclusion and exclusion zones;
 - b. collect offender points at a minimum of once every 1-minute;
 - c. communicate (in some manner) with the offender;
 - d. provide location mapping;
 - e. provide tamper notification; and
 - f. provide mobile computing devices with wireless capability for constant communication with the monitoring center.
12. The system shall allow for all offender location data collected at a minimum of once every 1-minute to be electronically transmitted to any and/or all of the County's designated crime data integration systems. This shall be done in a time frame and in a format designated by the County. The County reserves the right to request points be downloaded to other crime data integration systems as required by other law enforcement agencies.

SYSTEM USER INTERFACE

1. The system shall provide a software application for enrollment, scheduling and reviewing of offender location and mapping.
2. System software must allow for an alpha numeric identification designated by the County (spin number), with no more or no less than six (6) characters. A unique identification shall be used for each offender within the contractor's system. In addition, the software shall require the following minimum mandatory fields for initial offender enrollment:
 - a. Name;
 - b. Spin number;
 - c. physical address;

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- d. serial number of equipment;
 - e. time zone; and
 - f. assigned Specialist.
3. The mapping software utilized shall include but not be limited to the following:
- a. allow for zooming/scaling from street level to statewide;
 - b. allow for identification/labeling of streets;
 - c. display offender location information in a sequenced event and/or at a specific date and time; and
 - d. display inclusion and exclusionary zones. Must be printable from the screen.
 - e. Must be ESRI compliant and must be able to interface with the Tallahassee-Leon County GIS base map data sets. Vendor should contact the Tallahassee-Leon GIS program to learn about the data sets and what interface requirements may be needed. The contact is Mr. Lee Hartsfield, TLC GIS Coordinator at (850) 488-2818, e-mail is leeh@leoncountyfl.gov and the website for the GIS is www.tlccgis.org.

Any software necessary for County interface shall be provided at the expense of the Contractor, with no licensing fee to the County. Any and all software must be subject to pre-approval and testing by the County. All software must be compatible with a minimum of a Windows 98 SE operating system and operate with Internet Explorer version 5.5.

MONITORING AND NOTIFICATION

The Contractor shall provide twenty-four (24) hours per day, seven (7) days per week monitoring of assigned service units. Upon receipt of an alarm, the system shall have the capability to provide automated notification as specified by the Contract Manager or designee, by fax, e-mail and paging system in accordance with the following:

- 1. The System shall provide some manner of notification (alarm) to the offender's receiver dialer when the radio frequency signal is lost between the offender's transmitter and receiver. (Does not apply to a single body worn unit).
 - a. For Active GPS, notification of the alarm shall be made to the County immediately, but not longer than 5 minutes after this alarm, by fax and/or e-mail and paging.
 - b. For Passive GPS, notification of the alarm shall be documented on the daily report transmitted to the County by fax and/or e-mail.
- 2. When utilizing GPS, the System shall provide some manner of notification (alarm) to the offender when the system receiver loses the GPS signal and the receiver has been in motion for 10 minutes (unless the system utilizes an alternative tracking technology).
 - a. For Active GPS, notification of the alarm shall be made to the County immediately, but not longer than 5 minutes after this alarm, by fax and/or e-mail and paging.
 - b. For Passive GPS, notification of each alarm shall be documented on the daily report transmitted to the County by fax and/or e-mail.
- 3. When utilizing GPS, the System shall provide some manner of notification (alarm) to the offender when the offender is late returning home from an approved absence or leaves home when unscheduled.
 - a. For Active GPS, notification of the alarm shall be made to the County immediately, but not longer than 5 minutes after this alarm, by fax and/or e-mail and paging.

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- b. For Passive GPS, notification of each alarm shall be documented on the daily report transmitted to the County by fax and/or e-mail.
4. Monitoring unit equipment failures or tampering shall be considered an alarm and shall be reported to the County
 - a. For Active GPS, notification of the alarm shall be made to the County immediately, but not longer than 5 minutes after the alarm, by fax and/or e-mail and paging.
 - b. For Passive GPS, notification of the alarm shall be documented on the daily report transmitted to the County by fax and/or e-mail.
5. Monitoring unit communication failures shall be considered an alarm and shall be reported to the County on the daily report transmitted to the County by fax and/or e-mail.
6. The System shall provide some manner of notification (alarm) to the offender's receiver dialer when the receiver dialer's battery is low.
 - a. For Active GPS, notification of the alarm shall be made to the County immediately, but not longer than 5 minutes after this alarm, by phone, fax and/or e-mail and paging.
 - b. For Passive GPS, notification of the alarm shall be documented on the daily report transmitted to the County by fax and/or e-mail.
7. Notification of low battery in a transmitter shall be reported to the County on the daily report transmitted to the County by fax and/or e-mail.

EQUIPMENT SPECIFICATIONS

General Equipment Requirements:

The Contractor shall ensure the equipment proposed meets all the requirements described below for all GPS equipment proposed. This will include pagers, transmitters, receivers, receiver/dialers, and recharging system, straps, batteries, and any devices used to secure any of the equipment to the offender.

- a. The Contractor shall provide all equipment that meets the highest level of ruggedness and durability available, in accordance with current industry standards, for the following features as applicable: operating temperature, stored temperature range, temperature cycling, shock and vibration, water resistance or waterproofing, operating humidity range, stored humidity range, minimum recharged battery life of 12 hours and tamper resistance.
- b. The Contractor must provide equipment that meets market safety standards and presents no health or safety hazards to staff and/or offenders.
- c. All equipment that the County may be financially responsible for must be permanently marked with serial identification numbers.
- d. All equipment used shall be capable of tracking an offender on a twenty-four (24) hour, seven (7) day a week basis. It shall be able to confirm the date, time and location of the tracking event.
- e. The equipment shall not be available as an open market item if this could compromise the security of the system.
- f. The equipment shall be Federal Communication's Commission (FCC) currently registered and approved.
- g. The equipment shall be of a technology currently in use by the manufacturer, proposer, or both and must be identified by name.

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- h. All equipment must be designed so that if an offender tampers with the equipment an alarm is generated.
- i. All equipment proposed must be equal or equivalent to the latest industry standards.
- j. For passive GPS, the County desires equipment that has the capability to download offender tracking points from the passive receiver/dialer at County sites.
- k. The Contractor shall pay all costs associated with shipping (both delivery and return) of all equipment and supplies. Shipping will be only to locations within the Leon County.

Transmitters Requirements:

The Contractor shall ensure the transmitter proposed meets all the requirements described below:

- a. Transmitter shall be a body worn device, securely affixed to the offender's person.
- b. The transmitter shall be capable of sending a signal indicating a low transmitter battery condition exists within a minimum of seventy two (72) hours prior to battery failure.

Receiver/Dialers Requirements:

The Contractor shall ensure the receiver/dialer proposed meets all the requirements described below:

- a. The receiver/dialer equipment must have internal tamper circuitry to indicate that it has been opened, or disconnected from AC power.
- b. The receiver/dialer shall have an adjustable sensitivity range capable of transmitting and receiving a radio frequency signal at a minimum radius of up to 150 feet (free air). This is not applicable for a single body worn unit (acting as both transmitter and receiver).
- c. Communication between receiver/dialer and monitoring center should use standard or wireless cellular telephone connections and standard 110 volt AC residential current.
- d. Any part of the receiver/dialer system (including charger stand if applicable) that requires the use of a telephone shall use standard telephone lines, wireless cellular telephones, or both to communicate between the individual receiver/dialer units and the host central computer.
- e. The Contractor shall provide receiver/dialers (if part of their tracking system) that can be attached to the offender in a manner that will not impede normal activities or work. A waist pack carrying bag or clip is acceptable.
- f. The receiver/dialer shall include an internal clock and memory to store data if communication with the monitoring center is disrupted.
- g. The receiver/dialer shall have an internal rechargeable battery that will allow for continuous operation in cases of power failures or if power is interrupted. The receiver/dialer shall have a battery backup power source that will allow for a minimum of twelve (12) hours of continuous operation.
- h. The receiver/dialer must have internal diagnostics that can determine if it is operating properly and the ability to relay the information to the central monitoring computer.
- i. If connected to a standard telephone or power line, the receiver/dialer shall have internal surge protection on both the telephone line and power source.
- j. The tracking device within the receiver/dialer shall be wirelessly tethered to a bracelet transmitter, unless it is in a single body worn unit.

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- k. The receiver/dialer unit shall have the capacity to include a device that will notify the offender of messages and/or an alarm delete alert if they are in violation of an exclusionary zone.

Pagers

- a. For Active GPS, the Contractor must provide two (2) pagers for the first fifteen (15) active monitoring and tracking units utilized. The Contractor must provide one (1) pager for each additional eight (8) active monitoring and tracking systems utilized.
- b. All pagers shall be alphanumeric pagers with the capability of guaranteed message delivery, and shall allow for a minimum of 400 characters.
- c. Pagers must also have message forwarding, storing and retrieval features.
- d. Additional pagers shall be available to the County, upon verbal request of the Contract Manager or designee and shall be delivered within forty-eight (48) hours. The price for additional pagers shall be separate from the daily service unit price.

ACCESSORIES

All accessories, including replacement batteries, straps, waist packs, carrying bags, clips and other related supplies necessary for proper operation shall be provided at no cost to the County as specified below.

1. **Straps**

All straps utilized to attach equipment to an offender must be designed so that if an offender cuts, severs or otherwise compromises the integrity of the strap an alarm is generated.

All straps designed to attach equipment to an offender must have the capability to be securely sized to an offender. If straps are pre-sized they must be immediately available in one-half inch increments.

2. **Waist Pack/Carrying Bag/Clip**

If required for use with the monitoring unit proposed, waist packs, carrying bags or clips shall be provided to the County at no additional cost.

3. **Batteries**

The Contractor shall provide batteries for transmitters that provide twelve (12) months of service without requiring charging or changing.

The Contractor shall provide batteries for receiver/dialers that hold a single charge for a minimum period of twelve (12) hours and are re-chargeable for up to twelve (12) months before failing to hold a charge.

EQUIPMENT MAINTENANCE PROGRAM

Contractor shall have an established maintenance program for all equipment provided under the contract. At a minimum, all equipment must have a full service maintenance at least once per year or more often as may be necessary. Contractor shall also have an established replacement program for all equipment. Information on these items shall be provided in the proposal.

SYSTEM/EQUIPMENT TECHNICAL ASSISTANCE

The Contractor shall provide remote diagnostic support and trouble-shooting technical assistance via a toll free telephone line 24 hours a day, seven (7) days a week, including holidays.

In the event of technical problems that are not resolved from a remote location, the Contract Manager or designee may, upon request, require the Contractor to provide on-site, technical assistance within 24 hours.

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BACKUP/REPLACEMENT INVENTORY

The Contractor shall provide and maintain a backup/replacement inventory of monitoring units equal to or exceeding 15% of the actual number of units in use per program.

In the event of any monitoring unit equipment failure, the County will replace the equipment from the back up/replacement inventory. The Contractor shall be responsible for all costs associated with replacing inventoried equipment overnight, including standard overnight courier shipping charges, if applicable.

When returning malfunctioning equipment, Leon County will identify, to the extent known, the nature of the problem and the cause. The Contractor will provide a written report/assessment of the problem and what actions were taken to correct the malfunction.

LOST, STOLEN OR DAMAGED EQUIPMENT

The Contractor shall provide the County an allowance towards lost, stolen and damaged equipment. The allowance shall be equal to three percent (3%) of the cost of the contract to the County as of **October 1** of each fiscal year. This will be determined by taking the total County costs of the contract for the period of **October 1 through September 30th** of each fiscal year and multiplying that amount by 3%. The result of this calculation will be the dollar amount that the value of lost, stolen or damaged equipment must exceed before a liability is attributed to the County lost, stolen or damaged equipment will be determined annually through the conduction of an annual equipment inventory, performed by the County as of **October 1**, of each calendar year. A copy of the annual inventory will be provided to the Contractor for reconciliation purposes.

This allowance includes all items of equipment containing serial numbers that make up an entire electronic monitoring unit, i.e. transmitter, receiver, dialer, charging system. The serial number for any equipment determined to be lost, stolen or damaged is required to be provided to the County's Contract Manager prior to any payment for such equipment by the County.

Prices of equipment shall be in accordance with the following:

1. Price shall not exceed current manufacturer's price, regardless of the reason for the replacement;
2. Price shall not exceed the cost for replacing the entire monitoring unit; and
3. Price shall be the lesser of the Contractor's standard Government-discounted price or a special sales price offering.

CONTRACTOR MONITORING CENTER REQUIREMENTS

1. The Contractor's monitoring center shall operate on a 24-hour basis, seven (7) days a week, including holidays. This will include all systems, hardware and software, communications and building support services such as electrical power.
2. The Contractor shall maintain redundant equipment in the monitoring center so that interruptions in service are avoided.
3. The monitoring center shall have a backup power supply to maintain continuous operations in the event of failures of normal utility power. The monitoring center shall have duplicate computers with the ability to, at a minimum, permit restoration of data collection and user monitoring services within ten minutes after computer failure.
4. The monitoring center shall have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device.
5. The monitoring center shall be equipped with automated fire detection and suppression equipment.

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6. The Contractor shall have a written Disaster Recovery Plan that covers power failures, telephone system failures, local equipment failures, flood or fire at the monitoring center.
7. The Contractor shall perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provision of the service for the duration of the contract
8. The Contractor's monitoring center shall be monitored twenty four (24) hours a day, seven (7) days a week, including holidays to ensure that any interruption in service is detected and remedied immediately.
9. The Contractor shall maintain highly trained and qualified staff to monitor and operate the monitoring center equipment.
10. The Contractor shall provide the County a contact number, accessible twenty (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.

REPORTING REQUIREMENTS

1. Data Requirements

At a minimum, the system shall provide data using extensible markup (XML) tags as defined by the Justice XML workgroup and approved by the County.

2. System Generated Reports

At a minimum, the system shall allow the County to generate the following reports directly from the system database through the secure internet site. To ensure that reports are accurate and timely, the system's database shall be updated in real time to ensure all report data is current when viewed and/or downloaded by County personnel. All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters as applicable and reports shall be readable on screen, printable and shall be downloadable into an excel format. Report formats shall be subject to final approval by the Contract Manager or designee.

- a. **Equipment Report** - The system shall provide a real time report of all assigned equipment (in use) and inventoried equipment containing a serial number. This report shall include description/type of equipment, serial number, assigned offender, assigned Specialist (if applicable), Programs identifier and totals.
- b. **Offender Alarm Report** - The system shall allow the County to generate an alarm report, queried by individual assigned offender and date parameters that identifies the type of alarm, time of alarm, method of alarm (pager, fax, e-mail or phone call) and recipient of alarm.
- c. **Offender Report** - The system shall allow the County to generate a summary report of all offenders by Programs and/or assigned Specialist that identifies offender name, spin #, address, and Specialist assigned.
- d. **Data Fields Entry Exceptions Report** - The system shall allow the County to generate a report that identifies all data fields currently in use and identifying any incomplete or missing data entry.
- e. **Programs Alarm Report** - The system shall allow the County to generate an alarm report, queried by Programs identifier and date parameters, that identifies the assigned offender, type of alarm, method of alarm (pager, fax, e-mail or phone call) and recipient of alarm.
- f. **Pager Notification** - The system shall allow for the County to generate a report by date parameters, sorted by Programs, identifying the number and type of paged alarms during specified time parameters, such as:

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- 1) Monday-Friday 8:00-5:00
- 2) After hours
- 3) Weekends

and indicating summary totals for

- 1) total number of alarms per Program,
- 2) % of total Programs alarms per type of alarm, and
- 3) average number of pager alarms per month per offender within the Programs.

- g. **Current Usage Report:** The system shall allow for the County to generate a current usage report indicating the actual number of daily service units used to date (real time) for the monthly period. This report should be detailed to reflect offender name, spin #, service type (active or passive) and number of days utilized to date.
- h. **Monthly Usage Report -** The system shall allow for the County to generate a total monthly usage summary report, downloadable by date range, indicating the actual number of active or passive GPS units utilized during the previous month's time period. This report should be detailed to reflect offender name, spin #, type of service (active or passive) and number of days utilized for the preceding period and shall be subtotaled by Programs. Any additions or deletions to the usage report shall be provided by written notice to the Contract Manager or designee. A copy of this report shall also accompany the monthly invoice.
- i. **Ad Hoc Reports -** The Contractor shall provide the County ad hoc reporting from the system upon request of the Contract Manager or designee.
- j. **Map Reports -** The system shall be able to create map reports based upon user defined parameters for time periods, locations, and clients. Maps should be able to depict client(s) movement at various scales including a scale that show buildings and streets and shows relationship of movements to a target point. The proposal should provide examples of various maps.

NOTE: The County reserves the right to modify reporting requirements as necessary, upon notification to the Contractor.

3. Contractor Reports

The Contractor shall submit reports as outlined below: final report format to be approved by the Contract Manager.

- a. **Daily Alarm Summary Report -** The Contractor shall submit a daily report that identifies each alarm, type of alarm, time and duration of alarm, assigned Specialist, assigned offender, and totals. This report shall be sorted by Programs and shall be e-mailed to all designated Specialists within the Programs.
- b. **Monthly System Performance Report -** The Contractor shall submit a monthly report of no performance of the system, including any system interruptions to the Contract Manager or designee. Additionally, regular operational metrics such as timing of system update, failed connections and any system unavailability shall be reported.
- c. **Annual Summary Report -** The Contractor shall submit a summary report, annually, on the anniversary date of the contract, of all issues identified or reported by field and central office staff, including the Contract Manager. The Contractor shall also include information on the following: new technology employed, improvements to the equipment and/or service delivery, dates of training and/or on-site technical assistance and court appearances.
- d. **Ad Hoc Reports -** The Contractor shall provide the County ad hoc reports upon request of the Contract Manager or designee.

NOTE: The County reserves the right to modify reporting requirements as necessary, upon 30 days' written notification to the Contractor.

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ONGOING DEMONSTRATION TESTING OF UNITS

For the life of the initial Contract (including renewal period), the Contractor shall allow the County the use of GPS monitoring units for demonstration and/or test purposes, not to exceed an agreed upon demonstration/test period. These units shall not be part of the backup inventory and shall be provided at no additional cost. Units may be demonstrated/tested at the discretion of the County.

TRAINING AND TRAINING MANUALS

1. The Contractor shall provide appropriate training for all Contractor staff working in the monitoring center to ensure that they have sufficient knowledge regarding the service to allow them to effectively respond to questions and to fully utilize the system and equipment.
2. The Contractor shall develop and provide on-site training for County staff on the operational use of the system and the use of all associated equipment and services, specifically training in use of new electronic monitoring technology.
3. Prior to, or during the first thirty (30) days of service implementation, the Contractor shall be prepared to provide start-up training on an accelerated schedule on mutually agreeable dates and at the County.
4. In addition, after implementation training, the Contractor shall provide additional training for County staff. Training shall be performed on a mutually agreed upon schedule at the County. The Contractor shall provide all materials and equipment necessary to perform the training and shall utilize actual equipment utilized under the resulting Contract. Additional training manuals shall be provided upon request of the Contract Manager or designee.
5. The Contractor shall conduct an evaluation of each training session specifically focused on course content and effectiveness of instructor, on a form to be completed by County staff. The evaluation form shall be approved by the Contract Manager and/or designee. Copies of the evaluation forms shall be provided to the County.
6. All training and all associated training manuals shall be provided at no additional cost to the County.

CONTRACTOR STAFF REQUIREMENTS

1. Contractor Staff Levels and Qualifications

The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services are highly trained and qualified. Additionally, the contractor shall liaise with and maintain a good working relationship with the judiciary, criminal justice system, County staff and the community. The Contractor shall have paid-awake staff on duty at the monitoring center twenty-four (24) hours a day, seven (7) days a week. The Contractor shall minimally provide an Account Manager as the key staff position in support of this contract..

The Account Manager position shall be a minimum full-position, dedicated to the County, directly responsible for overall operational performance of the contract, including account management, troubleshooting, training and any other responsibilities agreed upon by the Contract Manager designee and the Contractor.

The Contractor shall be responsible for ensuring that key staff attends meetings upon County request. The Contractor shall be responsible for all expenses incurred for travel, including transportation, meals, and per diem incurred on behalf of their staff.

2. Contractor Staff Conduct

The Contractor's staff shall adhere to the standards of conduct prescribed and any other applicable County rules, regulations, policies and procedures.

In addition, the Contractor shall ensure that all staff adheres to the following requirements:

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- a. The Contractor's staff shall not display favoritism to, or preferential treatment of, one offender or group of offenders over another.
- b. The Contractor's staff shall not deal with any offender except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an offender or an offender's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to offenders, their family or close associates.
- c. The Contractor's staff shall not enter into any business relationship with offenders or their families (example - selling, buying or trading personal property), or personally employ them in any capacity.
- d. The Contractor's staff shall not have outside contact (other than incidental contact) with an offender being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- e. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- f. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- g. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

3. Contractor Staff Employment Regulations

- a. The Contractors' staff assigned to this Contract shall be subject, at the County's discretion and expense, to a Florida County of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the County and may occur or re-occur at any time during the Contract period. The County has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The County is under no obligation to inform the Contractor of the records check findings or the criteria for disqualification or removal. In order to carry out this records check, the Contractor shall provide upon request the following data for any individual Contractor or subcontractor's staff assigned to the Contract:
 - 1) Full Name
 - 2) Race
 - 3) Gender
 - 4) Date of Birth
 - 5) Social Security Number
 - 6) Driver's License Number and State of Issue
- b. The Contractor's staff shall submit to fingerprinting by the County of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the County from the FBI.

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- c. The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.
- d. No person who has been barred from any County facility shall provide services under this Contract.
- e. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services.

LITIGATION-RELATED TESTIMONY

The Contractor acknowledges the services performed under this contract and as such, the Contractor may receive written, verbal requests or legal subpoenas from the Leon County Board of County Commissioners, Courts, Criminal Justice Coordinating Councils, Public Safety Councils and/or other judicial entities to provide testimony regarding monitoring equipment, system specifications as well as the accuracy and reliability of the reports results. The Contractor shall make available qualified personnel to provide testimony as requested or subpoenaed. Reimbursement of costs incurred shall be made by the judicial entity requesting testimony or issuing the legal subpoena (as applicable) and shall be at the standard rates established for the level of testimony provided.

The Contractor shall ensure that qualified personnel is available to provide such expert testimony and those personnel responds timely and/or appears as stipulated in the request and/or subpoena. The contractor shall immediately notify the Contract Manager or Designee upon receipt of County-related subpoenas.

The Contractor shall maintain communication and work cooperatively with the Court, State Attorney's Office, Public Defender's Office, Leon County Board of County Commissioners and/or other judiciary entities in providing educational materials and/or instructions concerning monitoring equipment, system specifications as well as the accuracy and reliability of the reported results.

The Contractor shall provide a central point of contact from which the Court, State Attorney's Office, Public Defender's Office, Leon County Board of County Commissioners and/or other judicial entities may request technical assistance on litigation issues and the methodology and accuracy of testing.

ADVERTISING/PROMOTIONS/PUBLIC RELATIONS SUPPORT

The Contractor shall not issue news releases, advertisements or news articles, or any other information of any kind related to the County, including statistical data, offender information or programs without prior written approval from the County's Contract Manager or designee.

Contractor is expected to provide upon request, public relations support to the County as may be needed due to media coverage in regard to the program services.

QUALITY ASSURANCE PROGRAM

The Contractor shall have a formal quality assurance/quality control program in place that demonstrates that internal review and quality control processes are in place and routine internal evaluations of the quality of the system, equipment and service are performed to ensure compliance with the terms and conditions of the contract. A copy of the quality assurance/quality control program shall be submitted in accordance with Section IV, Required Submittals.

CONTRACT EXPIRATION TASKS

Upon the expiration date of the Contract resulting from this RFP (or any other termination date), the Contractor shall provide the most up-to-date copy of the system's database, including all historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices

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etc., in a format to be determined by the Contract Manager. In addition, the Contractor shall provide a single read-only license of the database software for the County's use.

MONITORING AND EVALUATION

1. The County's Contract Manager or designated County staff will perform monitoring during the term of the contract, but not less than once a year to ensure contract compliance. Monitoring shall include periodic review of compliance with contract service delivery, including but not limited to, review of the following specific contract requirements:
 - a. Achievement of stated performance measures
 - b. Report Submission
 - c. Training
 - d. System operations performance
 - e. System functionality
 - f. Central Monitoring Center facility operations
 - g. Equipment performance
 - h. Offender Tracking System
 - i. Violation reporting performance
 - j. Equipment maintenance
2. The Contract Manager will provide a written monitoring report to the Contractor of the monitoring visit when issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Contractor. The CAP is to be submitted to the Contract Manager upon receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by the Contract Manager, at which time full compliance must be met. Failure to correct deficiencies, after thirty days from the date of receipt of written a monitoring report noting the deficiencies, may result in assessment of liquidated damages, and/or determination of breach of contract and termination of services.
3. The County reserves the right for any County staff to make scheduled or unscheduled, announced or unannounced visits to the Contractor's place of business, which for the purposes of any contract resulting from this RFP shall be the Contractor's Monitoring Center.

PERFORMANCE MEASURES

The County desires to contract with a proposer who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures (outcomes and outputs). Listed below are the key performance outcomes deemed most crucial to the success of the desired service delivery. The contractor shall ensure that the stated performance outcomes and level of achievement are met.

1. Ninety five percent (95%) of all required reports as outlined, Reporting Requirements shall be timely submitted. This standard shall be measured monthly.
2. Eighty-five percent (85%) of training evaluation forms completed on the Contractor's training sessions by County staff shall indicate a score of satisfactory or better. This standard shall be measured each time a training session is conducted by the Contractor.
3. One hundred percent (100%) of system failures shall be reported to the County within sixty minutes of occurrence. This standard shall be measured on a daily basis.
4. One hundred percent (100%) of monthly usage charges shall be invoiced to the County after the end of the month service is provided. This standard shall be measured monthly.

The Contractor shall advise the County, in writing, of any extenuating circumstances that will prohibit the Contractor from meeting the above-outlined performance measures

LIQUIDATED DAMAGES

Liquidated damages may be assessed when the Contractor repeatedly fails to meet service requirements or fails to correct identified contract deficiencies within the time frames set forth for corrective action as specified.

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By executing a Contract that results from this RFP, the Contractor expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the County by law, in the following named amounts and according to the following named procedures:

1. Within the first ten (10) days after written notice from the Contract Manager of contractor service deficiencies - No assessment of damages if deficiencies are corrected within the ten (10) day time period.
2. After ten (10) days of initial notice of unsatisfactory service (without corrective action initiated by the Contractor and if unsatisfactory service continues) liquidated damages in the amount of \$500.00 per day for each day or part thereof that the deficiency/issue remains uncorrected shall be assessed.
3. Where the same instance of unsatisfactory service occurs on three or more occasions within a ninety (90) day period, (only where the deficiencies have been corrected as indicated in (a) above), liquidated damages in the amount of \$5,000.00 shall be assessed.
4. The Contractor shall forward a cashier's check or money order, payable to the County in the appropriate amount, to the Contract Manager within ten (10) days of receipt of a written notice of demand for damages due.

DELIVERABLES

The following services or service tasks are identified as deliverables for the contract resulting from this RFP:

1. Daily Unit of Service for Active GPS - A unit of service is defined as Active GPS electronic monitoring inclusive of all equipment and related service on a daily basis or for a 24 hour period.
2. Daily Unit of Service for Passive GPS - A unit of service is defined as Passive GPS electronic monitoring inclusive of all equipment and related service on a daily basis or for a 24 hour period.

SCOPE CHANGES AFTER CONTRACT EXECUTION

During the term of any contract resulting from this RFP, the County may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract

The County may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The County shall provide written notice to the Contractor 30 days in advance of any County required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal contract amendment.

VALUE-ADDED SYSTEM FUNCTIONALITY, EQUIPMENT FUNCTIONALITY AND/OR SERVICES

Value-added system functionality, equipment functionality and/or additional services that exceed the minimum specifications contained herein are desired by the County. Contractors shall clearly describe any value-added functionality or services in accordance with the requirements described in this proposal.

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IV. REQUIRED SUBMITTALS:

To assure consistency, proposals must conform to the following format:

Table of Contents	
Sections	
A.	Introduction
B.	System Features
C.	System Requirements
D.	Support/Installation
E.	Cost
F.	Training
G.	Warranty
H.	References
I.	Qualifications
J.	Required Forms

The following explains what we expect in each of the major sections:

A. INTRODUCTION

In addition to the following listed items, this section should begin with an overview letter showing your understanding of the County's needs and objectives.

1. Firm name or Joint Venture, business address and office location, telephone number.
2. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.
3. Address of the office that is to perform the work.
4. Federal Identification Tax Number or Social Security Number.
5. The age of the firm, brief history, and average number of employees over the past five years.
6. Present size of firm, nature of services offered, and breakdown of staff by discipline.
7. Names and descriptions of similar major projects for which the firm is presently under contract.
8. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.

B. SYSTEM FEATURES

This section shall address all the system features as described under the Scope of Work. Proposer shall submit complete technical information, graphs, photographs, or other means to fully describe the proposed equipment. In the event that the information furnished by the proposer is at variance with the minimum requirements of any item of these specifications the proposer shall explain in detail with full engineering support data, reasons why the proposer's proposed equipment will meet the County project scope.

C. SYSTEM REQUIREMENTS

This section shall address the complete list of system requirements. This list must include all hardware/software within which the system operates, or which are required or suggested for operation.

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D. SUPPORT/INSTALLATION

This section shall address the type of support that the vendor is willing to provide the County, with relation to the installation and set-up of the system. Firm should commit to delivering to the County a completed, to specifications, GPS Electronic Monitoring Service System.

E. COST

This section should address and list all system components and their respective costs, including software and hardware maintenance costs and any recommended options. Costs associated with upgrades should be noted. Response time for service/maintenance calls should also be addressed.

F. TRAINING

This section should address the training as specified in the scope of services to be provided to the County and at what cost, if any.

G. WARRANTY/MAINTENANCE

This section should address the length of any and all warranties provided with the system and detail what the warranties cover. Also, please provide detailed information on any continuing maintenance programs offered and costs thereof.

H. REFERENCES

This section should provide a list of customers that have the same type of GPS Electronic Monitoring Service System being proposed in their response. A minimum of four such installations as large as or larger than the one for Leon County is required. List projects which best illustrate the experience of the firm and current staff which is being assigned to this project providing the following information. (List no more than 10 projects, nor projects which were completed more than five (5) years ago.)

1. Name and location of the project
2. The nature of the firm's responsibility on this project
3. Project Owner's representative name, address, phone and fax number
4. Your project manager and other key professionals involved and specify the role of each

I. QUALIFICATIONS

1. Give brief resume of key persons from your firm to be assigned to the Leon County project including but, not limited to:
 - a) Name & title
 - b) Job assignment for other projects
 - c) Percentage of time to be assigned full time
 - d) How many years of related experience with this firm and with other firms
 - e) Specific Related Experience
 - 1) Types of projects and scope of projects
 - 2) What was the specific project involvement?
 - f) Education
 - g) Other experience and qualifications that are relevant to this project
2. List all outside consulting personnel, if any, who will actually participate on the engagement. Indicate the experience of each in providing the particular service they will be assigned to perform and give the respective specialty of the firm.

J. REQUIRED FORMS

Provide all of the following forms fully completed and signed:

1. Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes
2. Minority/Women Business Enterprise Participation Plan

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3. Equal Opportunity/affirmative Action Statement
4. Insurance Certification Form
5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Primary Covered Transactions

V. SELECTION PROCESS

- A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review all proposals received on time, and select one or more firms for interview based on the responses of each proposer. All meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings. Notice of all meetings shall be posted in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays) and all respondents to the solicitation shall be notified by facsimile or telephone.
- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.
- C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.
- D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.
- E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.
- F. **Evaluation Criteria:** Proposals will be evaluated and ranked on the basis of the following considerations:
 1. Past Performance (References)
 - a) Quality & Completeness of services 10
 - b) Met budget 5
 - c) Met schedule 5
 2. Qualifications of staff 10
 3. Technical competence in software interfacing 10
 4. Current Workload of Firm 5
 5. General Experience of Firm and Consultants 15
 6. Project Approach and Quality of Response to RFP 15
 7. Local GIS Mapping 10
 8. Minority Business Enterprise Participation 10
 9. Local Preference 5

Total 100

VI. INDEMNIFICATIONS:

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

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VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority/Women Business Enterprise Requirements

It is the policy of the Leon County Board of County Commissioners to institute and maintain an effective Minority/Women Business Enterprise Program. This program shall:

1. Eliminate any policies and/or procedural barriers that inhibit M/WBE participation in our procurement process.
2. Established goals designed to increase M/WBE utilization.
3. Provide increased levels of information and assistance available to M/WBEs.
4. Implement mechanisms and procedures for monitoring M/WBE compliance by prime contractors.

Each bidder is strongly encouraged to secure M/WBE participation through purchase of those goods or services to be provided by others. Firms responding to this RFP are hereby made aware of the County's goals for M/WBE utilization. Respondents should contact Agatha Muse-Salters, Leon County M/WBE Director, at phone (850) 488-7509; fax (850) 487-0928 for additional information. Respondents must complete and submit the attached Minority/Women Business Enterprise Participation Plan form. **Failure to submit the form will result in a determination of non-responsiveness for your proposal.**

As a part of the selection process for this project, the ranking procedure will provide a maximum of ten (10) percent of the total score where M/WBE's are used as follows:

<u>M/WBE Participation Level</u>	<u>Points</u>
_____ The respondent is certified as a Minority/Woman Business Firm with Leon County, as defined in the County's M/WBE policy.	10
_____ The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority/women business firms/individuals.	8
_____ The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use.	6

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

VIII. INSURANCE

Proposers' attention is directed to the insurance requirements below. Proposers should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract.

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Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Worker's Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

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4. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. **Verification of Coverage.** Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.
6. **Subcontractors.** Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

IX. ETHICAL BUSINESS PRACTICES

- A. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. **The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.**

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PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts, Purchasing Director

Cliff Thael, Chairman
Leon County Board of County Commissioners

This bid response is submitted by the below named firm/individual by the undersigned authorized representative.

BY

(Firm Name)

(Authorized Representative)

(Printed or Typed Name)

ADDRESS

CITY, STATE, ZIP

TELEPHONE

FAX

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

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STATEMENT OF NO PROPOSAL

We, the undersigned, have declined to respond to the above referenced RFP for the following reasons:

- _____ We do not offer this service
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications
- _____ Others (Please Explain)

We understand that if the no-response letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

Company Name _____
Signature _____
Name (Print/Type) _____
Telephone No. _____
FAX No. _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Leon County Board of County Commissioners
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact

business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____
(Type of Identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of notary public

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

RESPONDENT _____

<u>MBE Participation Levels</u>	<u>Points</u>
_____ The respondent is certified as a Minority/Woman Business Firm with Leon County, as defined in the County's M/WBE policy.	10
_____ The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority/women business firms/individuals.	8
_____ The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use.	6

M/WBE firms and subcontractors must be certified by the City of Tallahassee or Leon County to qualify for M/WBE participation credit. Please provide the following information for each M/WBE. Please indicate minority groups by using the corresponding letters: African American (B), Asian American (A), Hispanic American (H), Native American (N) and Non Minority Female (F). **You must submit proof of certification with your proposal.** Attach additional sheets as necessary.

<u>Name, Address, and Phone</u>	<u>Materials/Services</u>	<u>Amount</u>	<u>Group</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Value of M/WBE Participation: \$ _____
Total Project Base Bid: \$ _____
M/WBE Participation as % of Total Base Bid: _____ %

The vendor acknowledges the Leon County M/WBE policy and the provisions specified for this RFP. If applicable, vendor certifies that the above list of minority vendors and the respective contract amounts and percentages of the total bid are accurate.

Signed: _____ Title: _____ Date: _____

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EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

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INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Commercial General
Liability:

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

Business Auto:

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

Professional Liability:

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) for this professional services agreement?

☐ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

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Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General
Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____
Typed or Printed

Signature _____

Date _____

Title _____
(Company Risk Manager or Manager with Risk Authority)

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

LOCAL VENDOR CERTIFICATION

Document # 1
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The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- Holds any business license required by the County, and, if applicable, the City of Tallahassee (please attach copies); and
- Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	Phone:
Current Local Address:	Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address	
Number of Employees and hours worked per week by each:	
Name and Address of Owner(s) who reside in Leon County and who in total own at least 50% or more of the business. Attach additional sheets as necessary.	Percentage of Ownership
1.	
2.	

Signature of Authorized Representative
STATE OF _____
COUNTY OF _____

Date _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
a _____ corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced _____ as identification.
(type of identification)

Signature of Notary

Return Completed form with supporting documents to:

Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any